

SECURITY AGREEMENT

8728

This agreement is made this 24th day of December 1976, by and between
John C. Devers and Mary Louise Devers and
 The National Bank of Washington.

1. Parties. That John C. Devers and Mary Louise Devers,
 are hereinafter referred to as the "debtor". The National Bank of Washington
 is hereinafter referred to as "the secured party".

2. The debtor severally hereby grants to the secured party a security
 interest in the collateral described in paragraph 3 to secure the performance
 or payment of the obligations and indebtedness of debtor to secured party.
 The aforesaid grant of security interest is limited to and in accordance with
 the obligations set forth in the promissory note pursuant to this agreement.

3. Collateral. The collateral of this security agreement is of the fol-
 lowing description: one seventy ton, fifty foot, six-inch rigid underframe
 boxcars, known as XF cars, serial number(s) VC 9177.

4. Promissory Obligation. The debtor shall pay to the secured party
 the sum or sums evidenced by the promissory notes executed pursuant to this
 security agreement in accordance with the terms of the note secured hereby.

5. Insurance. The debtor shall cause the collateral to be insured for
 its fair market value against all expected risks to which it may be exposed or
 until such time as this security agreement is terminated.

6. Sale or Further Encumbrance of Collateral. The collateral will not
 be sold, transferred or disposed of, or be subjected to any unpaid charge, in-
 cluding taxes, or to any subsequent interest of a third person created by debt-
 or voluntarily or involuntarily, unless the secured party consents in advance
 in writing to such charge, transfer, disposition, or subsequent interest.

7. Default. Misrepresentation or misstatement in connection with non-
 compliance with or non-performance of any of debtor's obligations or agreements
 hereunder shall constitute default under this security agreement. In addition,
 debtor shall be in default if bankruptcy or insolvency proceedings are insti-
 tuted by or against the debtor or if debtor makes any assignment for the bene-
 fit of creditors or if debtor is more than forty-five (45) days delinquent in
 payment of the existing promissory notes executed pursuant to this agreement.

8728
 RECORDATION NO. _____ Filed & Recorded

MAR 1 1977 -3 10 PM

INTERSTATE COMMERCE COMMISSION

8. Secured Party's Rights and Remedies. Secured party may assign this security agreement by sale or transfer and if secured party does assign this agreement the assignee shall be entitled upon notifying the debtor to performance of the debtor's obligations and agreements hereunder and assignee shall be entitled to all the rights and remedies of the secured party hereunder.

Upon debtor's default, secured party may exercise his rights of enforcement as follows:

- a. to seize the collateral and take possession of said collateral;
- b. require debtor to assemble the collateral and make it available to secured party so that secured party may collect and take possession thereof;
- c. dispose of the collateral by public or private sale in a manner as secured party may elect;
- d. maintain an action (at law or otherwise) for collection of any additional monies due; and
- e. waive any default or remedy in any reasonable manner without waiving any other prior or subsequent default.

9. Law Governing Security Agreement. The law as set forth in the Interstate Commerce Act, its rules and regulations and the law of the District of Columbia shall govern the interpretation of this security agreement.

WITNESS

Joan F Dean

Webb C. Hayes
The National Bank of Washington

WITNESS

Elizabeth S. Boucher
Notary Public

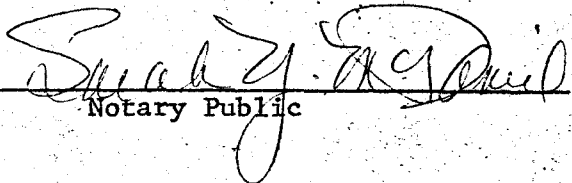
John C. Devers
John C. Devers

Mary Louise Devers
Mary Louise Devers

My Commission Expires
July 1, 1978.

CITY OF WASHINGTON)
) ss
DISTRICT OF COLUMBIA)

On this 7th day of January, 1977, before me personally appeared Webb C. Hayes, IV, to me personally known, who being by me duly sworn, says that he is the Vice President of The National Bank of Washington, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(SEAL)

My Commission Expires: 12-14-81